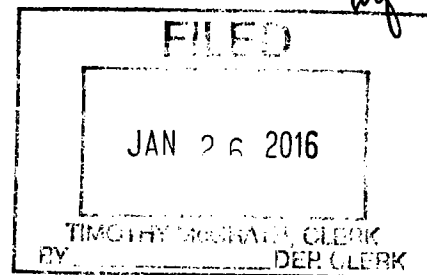


IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Campisi Construction, In. : BKY. NO. 14-12458 jkf
Debtor : CHAPTER 7



RESPONSE OF CREDITOR, GEORGE CAMPISI
TO MOTION FOR APPROVAL OF SETTLEMENT

George Campisi, responds and objects to the Motion for Approval of Settlement as follows:

1. The settlement and Stipulation presupposes that the ECI claim is secured by the Cornerstone funds based upon a garnishment judgment against Cornerstone in the ECI state court action dated December 23, 2013.
2. Creditor, George Campisi has a valid security interest in the Cornerstone receivable by virtue of a UCC-1 Financing Statement filed with the Secretary of the Commonwealth on August 20, 2013. A copy of the Financing Statement is attached hereto as Exhibit "A".
3. The settlement and Stipulation proposes for the Estate and ECI to share in the Cornerstone receivable in derogation of George Campisi's prior security interest in the collateral.
4. The settlement proposes to withdraw the Debtor's Objections to ECI Claims Nos. 7, 8, and 11 and the Debtor's Objection to the Cougar Claim No. 9.
5. Cougar's Claim No. 9 is for unpaid rent allegedly owed to Cougar (assignee of the original Lessor) in the amount of \$189,955.67
6. Upon information, pursuant to the Lease, Debtor was not liable for rent if the Lessor was unable to deliver possession by March 1, 2008.
7. Upon information, by letter dated April 2, 2008, a letter of termination of the Lease was sent to Lessor indicating that Debtor had not received possession by March 1, 2008, and within 30 days thereafter.
8. Upon information, Cougar admitted in its Amended Complaint in the state Court action that the possession was not able to be delivered by April 25, 2008.
9. It appears that this claim should not be allowed.
10. ECI's Claim No. 11 is for attorneys fees allegedly owed to it by the Debtor in the amount of \$64,441.21. Attached to the Proof is a Motion for Attorneys Fees filed in the Court of Common Pleas of Montgomery County on March 17, 2014. Said Motion was never heard or ruled upon.

11. ECI has provided no documentation of it alleged attorney fees, or any justification that the fees are due and owed to it, or that they are reasonable or fair.

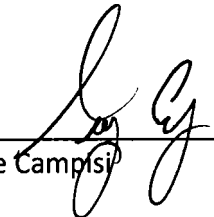
12. It appears this claim should not be allowed.

13. The settlement appears to provide for ongoing payment of ECI's attorneys fees.

14. The Motion indicates that the Adversary Action No. 14-00616 shall be withdrawn with prejudice as to ECI and Cougar, but without prejudice to Cornerstone. The Stipulation indicates that the Adversary shall terminated as to Cornerstone and Creditor, ECI, without prejudice.

15. The settlement and Stipulation is in derogation of the rights of Answering Creditor in the Cornerstone funds and is not in the best interest of creditors.

WHEREFORE, Creditor respectfully requests that the Court require the Movant to show that the settlement in fair and equitable and in the best interests of the creditors.



George Campisi

Secretary of the Commonwealth

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV 04/20/11)

File Number: 13082002697

2000 CASE 1100ERS DOZER/BLADE/BACKHOE/EXCAVATOR/GRADER/CRANE

2000 KOMATSU EXCAVATOR PC100-6 SER #110000

2000 KOMATSU HYDRAULIC EXCAVATOR PC126 SER #110000

BOBCAT MINI EXCAVATOR

HIGERSOLL-RAND COMPRESSOR

2006 KOMATSU CRAWLER/DOZER MODEL#D31EX-21 SERIAL #50119

SOKKIA LASER SCT8 SERIAL #202152

3 OFFICE COMPUTERS

LAPTOP

BLUE PRINT COPIER GESTETNER 045

MISC. OFFICE EQUIPMENT

NOTE RECEIVABLE-CORNERSTONE CONSULTING AGREEMENT